

**TASK ORDER NO. \*\*\*\*\_\*.\*\*\*\*\*\_\*\***

**UNDER**

**TASK ORDERING AGREEMENT NO. \*\*\*\*\_\*.\*\*\*\*\*\_\*\***

**CONTRACTING PARTY:** MIDWEST RESEARCH INSTITUTE  
NATIONAL RENEWABLE ENERGY LABORATORY  
DIVISION

**SUBCONTRACTOR:** \*\*

**ADDRESS:** \*\*

**TASK ORDER TITLE:** "\*\*\*"

**TYPE OF SUBCONTRACT:** FIRM FIXED PRICE TASK ORDER

**PERIOD OF PERFORMANCE:** EXECUTION DATE THROUGH \*\*/\*\*/\*\*

**FIRM FIXED PRICE:** \$\*\*

**PAYMENT TERMS:** NET 30

**SUBCONTRACTOR'S** \*\*  
**REMITTANCE NAME** \*\*  
**AND ADDRESS:** \*\*

**FUNDED AMOUNT AND** \$\*\*  
**TASK CHARGE NUMBER:**

**TASK ORDER NO. \*\*\*\*\_\*\_\*\*\*\*\*\_\*\***

**UNDER**

**TASK ORDERING AGREEMENT NO. \*\*\*\*\_\*\_\*\*\*\*\*\_\*\***

**BETWEEN**

**MIDWEST RESEARCH INSTITUTE**

**NATIONAL RENEWABLE ENERGY LABORATORY DIVISION**

**AND**

**\*\***

In accordance with Task Ordering Agreement No. \*\*\*\*\_\*\_\*\*\*\*\*\_\*\*, this task order is effective upon execution by the Midwest Research Institute, National Renewable Energy Laboratory Division and is between the Midwest Research Institute, acting through its National Renewable Energy Laboratory Division (hereinafter called "NREL") and \* (hereinafter called "Subcontractor"), whose principal offices are located in \*,\*. This task order is entered into in furtherance of the performance of the work provided for and in accordance with the terms and conditions of the Task Ordering Agreement and the following terms and conditions. Now, therefore, the parties hereto agree to the following:

#### **SECTION 1 -- THE WORK TO BE PERFORMED**

- A. The Subcontractor shall perform the work generally described as “\*\*” and specifically provided for in Appendix A, Statement of Work, attached hereto and made a part hereof, pursuant to the provisions of this task order and the basic task ordering agreement.
- B. Specific deliverables, quantities, due dates, reporting requirements, and addresses are set forth in Appendix A hereto.

#### **SECTION 2 - THE PERIOD OF PERFORMANCE**

The period of performance under this task order shall commence upon the execution date of this task order and shall be completed by \*\*/\*\*/\*\*; provided, however, that this period may be extended for additional periods by mutual written agreement of the parties.

#### **SECTION 3 - PRICE AND PAYMENT**

- A. In full consideration of the Subcontractor's performance of this task order, NREL shall pay the Subcontractor the firm fixed price of \$\*\* as stipulated in B below, less any deductions provided in this task order.
- B. Payments will be made by NREL upon receipt and acceptance of the following deliverables in the

amount specified:

<u>Occurrences</u>	<u>Amount</u>
1.       * Due: *	\$*
2.       * Due:	\$*
<b>Total Price:</b>	<b>\$*</b>

Said payments shall be made after receipt of and acceptance by NREL of the specified deliverables above and upon submission by the Subcontractor of an invoice, in a form satisfactory to the Subcontract Administrator in accordance with the task order and the basic task ordering agreement's payment provisions.

#### SECTION 4 - APPLICABLE DOCUMENTATION

In addition to the terms and conditions contained in this task order, this task order incorporates the following documents, which are either attached hereto or referenced below and are hereby made a part of this task order:

- A.     Appendix A, entitled "Statement of Work" dated \*\*/\*\*/\*\*.
- B.     Task Ordering Agreement No. \*\*\*\*\_\*\_\*\*\*\*\*\_\*\*, dated \*\*/\*\*/\*\*.
- C.     Subcontractor's technical proposal number (\*\*), dated \*\*/\*\*/\*\*, is hereby incorporated by reference. In the event there is a conflict between the Subcontractor's technical proposal and any other provisions of this task order, the task order shall prevail.

#### SECTION 5 - ORDER OF PRECEDENCE

Any inconsistency in this task order, shall be resolved by giving precedence in the following order:

- A.     This Task Order Schedule;
- B.     Statement of Work (Appendix A);
- C.     Task Ordering Agreement No. \*\*\*\*\_\*\_\*\*\*\*\*\_\*\*, dated \*\*/\*\*/\*\*;
- D.     Other provisions of this Task Order whether incorporated by reference or otherwise;
- E.     The Subcontractor's technical proposal for this Task Order, if incorporated in this task order by reference or otherwise.

**SECTION 6 - RIGHTS TO PROPOSAL DATA**

Except for technical data contained on pages (\*) of the Subcontractor's proposal dated \*\*/\*\*/\*\* which are asserted by the Subcontractor as being proprietary data, it is agreed that, as a condition of the award of this task order, and notwithstanding the provisions of any notice appearing on the proposal, the Government and NREL shall have the right to use, duplicate, disclose and have others do so for any purpose whatsoever, the technical data contained in the proposal upon which this task order is based.

**SECTION 7 - SUBCONTRACT ADMINISTRATION RESPONSIBILITIES**

- A. Signature Authority: This task order may only be modified by a formal modification signed by an authorized official of NREL.
- B. Task Order Administration Responsibilities: The authorized official of NREL has designated \*, as the Subcontract Administrator for this task order with the responsibilities for task order administration and negotiation of any modifications to this task order. The Subcontract Administrator's telephone number is (303) 384-\*\*\*\*.
- C. Technical Monitoring Responsibilities: The authorized official of NREL has designated \*, as the Technical Monitor for this task order with the responsibilities of monitoring the technical work or services to be performed under this task order. The Technical Monitor does not have the authority to make any commitments or authorize any changes, which may affect the task order's price, scope of work, terms, or conditions. Any such changes shall be referred to the Subcontract Administrator designated in Paragraph B above. The Technical Monitor's telephone number is (303) 384-\*\*\*\*.

**SECTION 8 - KEY PERSONNEL**

- A. It having been determined that the individuals, whose names appear below, are necessary for the successful performance of this task order, the Subcontractor agrees to assign or have assigned such individuals to the performance of the work under this task order and shall not reassign or remove any of them without the consent of the Subcontract Administrator by modification to this task order:

NameProject TitleTelephone No.

- B. Whenever, for any reason, one or more of the designated key personnel designated above, is unavailable for assignment for work under this task order, the Subcontractor shall, with the approval of the Subcontract Administrator, replace such individual with an individual of substantially equal abilities and qualifications.

**SECTION 9 - PUBLICITY RELEASE AND PUBLIC AFFAIRS** (domestic small business, educational institutions and other non profit organizations)

- A. Publicity release of any nature in connection with this subcontract shall be coordinated as provided in the "Public Affairs" clause of Appendix B. The Subcontractor shall not make without

prior review and approval of the NREL Subcontract Administrator, any publicity release of any nature of general, non-technical information in connection with this subcontract. For purposes of this subcontract, general, non-technical information means any information concerning the existence of the subcontract, the identity of the parties, and the scope and general character of the research or technical activity. As used in this Article, "publicity release" does not include a lawful inspection of the Subcontractor's records conducted pursuant to Federal or State public records access statutes. The Subcontractor may report specifics regarding the formation and execution of this subcontract in its internal publications without prior review and approval of the NREL Subcontract Administrator.

- B. Data rights are set forth in Appendix C hereof.

**OR**

**SECTION 9 – PUBLICITY RELEASE AND PUBLIC AFFAIRS** (large businesses, state and local governments or foreign organizations)

- A. Publicity release of any nature in connection with this subcontract shall be coordinated as provided in the "Public Affairs" clause of Appendix B. The Subcontractor shall not make without prior review and approval of the NREL Subcontract Administrator, any publicity release of any nature of general, non-technical information in connection with this subcontract. For purposes of this subcontract, general, non-technical information means any information concerning the existence of the subcontract, the identity of the parties, and the scope and general character of the research or technical activity. As used in this Article, "publicity release" does not include a lawful inspection of the Subcontractor's records conducted pursuant to Federal or State public records access statutes. The Subcontractor may report specifics regarding the formation and execution of this subcontract in its internal publications without prior review and approval of the NREL Subcontract Administrator.
- B. Data rights are set forth in Appendix C hereof. The Subcontractor should particularly note that all papers and documents that are required for submittal and distribution for patent clearance under this subcontract should first be submitted to the Department of Energy, Intellectual Property Law Division, Chicago Operations Office, 9800 South Cass Avenue, Argonne, Illinois 60439 prior to distribution to the public. This requirement of patent clearance prior to publication of all Subcontractor's reports is specifically required and set forth in Appendix C hereof.

**SECTION 10 - INTEGRATION**

This task order contains the entire understanding between the parties, and there are no understandings or representations except those set forth or incorporated by reference herein. No subsequent modifications of this task order shall be of any force or effect unless in writing signed by a duly authorized official of NREL.

IN WITNESS WHEREOF, the parties hereto have executed this task order as of the date fully signed below.

ACCEPTED: \*

AUTHORIZED: MIDWEST RESEARCH INSTITUTE  
NATIONAL RENEWABLE ENERGY LABORATORY DIVISION

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_